



**CITY OF  
GALLUP**

City of Gallup, New Mexico  
Purchasing Division  
P.O. Box 1270  
Gallup, New Mexico 87305-1270  
Office: (505) 863-1232  
Fax: (505) 722-5133  
*[gallupnm.gov/purchasing](http://gallupnm.gov/purchasing)*

**INVITATION TO BID  
FORMAL BID NO NO. 1508**

**CHLORINE CYLINDERS  
Annual Contract**

**ISSUE DATE: June 20, 2015  
BID OPENING DATE: July 7, 2015  
BID OPENING TIME: 2:00 p.m. Local Time**

Vendor:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Notes:

F.O.B. Point: Destination

Payment Terms: NET 30, unless otherwise  
stated

Quantities may be increased or decreased  
within reasonable amounts

**ACKNOWLEDGMENT OF RECEIPT OF BID**

Formal Bid No. 1508

**Chlorine Cylinders, Annual Contract**

In acknowledgment of receipt of this Formal Bid the undersigned agrees that they have received a complete copy of the bid consisting of 18 pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on June 30, 2015. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all written questions and the City's written responses to those questions, as well as copies of Amendments, if any are issued.**

FIRM: **DOES** **DOES NOT** (Circle one) intend to respond to this Formal Bid.

FIRM NAME: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

The above name and address will be used for all correspondence related to this Formal Bid.

Return this form to: City of Gallup Purchasing Department  
Frances Rodriguez  
P.O. Box 1270  
Gallup, New Mexico 87305  
(505) 863-1334  
(505) 722-5133 Fax  
Email: frodriguez@gallupnm.gov

**Please return this form via fax, email or regular mail by: June 30, 2015**

## GENERAL CONDITIONS

Formal Bid No. 1508

**SEALED BIDS:** All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received at the City of Gallup Purchasing Department, Municipal Building, 110 West Aztec, Gallup, New Mexico 87301 (mailing address: City of Gallup Purchasing Department; Municipal Building; P.O. Box 1270; Gallup, New Mexico 87305) prior to the time specified for the Bid Opening. All sealed bids must be submitted on the Bid Document Originals or Forms, or reasonable facsimile, furnished by the City of Gallup. All bids must be signed by a responsible and authorized person for the bidding firm. Each bidder must also fill-in areas for Delivery Date and Payment Terms; failure to do so may result in disqualification of their respective bid. NOTE: Fax or electronically transmitted Bids are NOT accepted on the City of Gallup **Formal Bids**. Bids submitted after the Bid Opening date and time will not be considered and will be returned unopened. Bids will be opened in the Purchasing Department Conference Room.

### Physical Address

City of Gallup Municipal Building  
Purchasing Department  
110 West Aztec  
Gallup, NM 87301

### Mailing Address

City of Gallup Municipal Building  
Purchasing Department  
P.O. Box 1270  
Gallup, NM 87305

**BID OPENING DATE AND TIME:** Bids shall be received until July 7, 2015 at 2:00 P.M. Local Time

**MAILING:** Bidder to utilize the City's self-addressed label on their return mailing envelope or package. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note bid number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the Bid is misplaced or lost by the City.

**Please return two sets of the Invitation to Bid packages to the Purchasing Department, the original and a photo copy.**

**SPECIFICATIONS:** Specifications, as included in this Bid, are intended to indicate the requirements of the City of Gallup and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted.

**MINOR MODIFICATIONS, DEVIATIONS OR IRREGULARITIES:** The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any such modifications or deviations.

Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

**EQUIVALENTS:** Equals or equivalents to these specifications will be considered provided Bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications, unless the specifications state that no substitutions or equivalents are allowed. Failure to submit sufficient data/literature to allow a thorough evaluation of your bid may be cause for rejection of your bid. Therefore,

include copies of all pertinent data, specifications, or descriptive literature. The City will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations.

**NEW EQUIPMENT:** Unless otherwise stated all goods or material must be new and the latest in production.

**WARRANTY:** Offeror agrees that all Manufacturer Warranties shall inure to the benefit of the City and all rights and remedies provided in such warranties shall extend to the City.

**BRAND NAMES:** Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the City unless the specifications state that no substitutions or equivalents are allowed. If the Bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data and literature provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

Bidders must state the brand name and catalog number being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

**FORMS COMPLETION:** Bidders to indicate compliance or exception to specifications. Exceptions to the specifications shall be listed and fully explained on a separate page entitled exceptions to specifications. The exceptions shall refer to the specification page and paragraph number the nature of each exception should be described in as much detail as necessary. Failure to do so may be reason to reject your bid.

**STANDARD OF QUALITY:** The similarity to any brand name is for the purpose of describing a standard of quality, performance and characteristics desired and not intended to limit or restrict competition. Bidders must state the brand name and model being bid and provide proof that the merchandise bid is equal or equivalent to the specifications. The City shall be the sole entity to determine acceptance or non-acceptance of equivalents.

**COMPETENCY OF BIDDER:** Bids will be considered only from firms which are regularly engaged in providing the type of materials described in the bid and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate City staff.

**DELIVERY:** Will be an important part in awarding the Bid. If a vendor breaches his contract by failing to deliver according to the time specified in the bid, the City of Gallup reserves the right to cancel the contract and to recover from the vendor any damages it suffers because of said breach.

All material shall be quoted F.O.B. Destination, including pickup of empty cylinders. Supplies must have at least one (1) scheduled delivery per month to the City of Gallup. Delivery will be made to:

Santa Fe Pump Station  
Wastewater Plant  
Ya-Ta-Hey Pump Station

BNSF Railroad Right of Way  
West of Gallup  
Ya-Ta-Hey New Mexico

**NON-CONFORMING MATERIAL:** If the City of Gallup issues a Purchase Order and upon receipt the material does not meet the specifications, the City will return the material freight collect, and at its option cancel the order and recover from the vendor any damages suffered.

**SUBSTITUTIONS:** Any material substituted from that originally bid shall have the prior approval of the City before shipping to the City. If a Purchase Order is issued and upon receipt the material does not meet specifications, the City will return the material freight collect, and may at its option cancel the order.

**BILLING:** All goods or services must be billed to the City of Gallup and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with your quotation, notify the Purchasing Department immediately.

**DEPOSIT:** The City of Gallup **will not** pay a deposit on cylinders. However, it will be responsible for the number of cylinders assigned if the same amount is not returned at the end of the contract period. A beginning and ending inventory will be taken, including the monthly additions or deletions for arriving at the total ending balance.

**DEMURRAGE:** Charges shall be billed after the end of each month and successful low Bidder's charges must coincide with the City of Gallup ending balance. If a grace period is allowed then the billing shall commence monthly thereafter.

**PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:** Vendor will supply the City with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the City, nor conclusive, should it subsequently develop the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the City shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

**PRICE TERMS:** Bidder agrees that the prices bid shall remain in effect for 45 days from the date of the Bid Opening and subject to acceptance by the City of Gallup within that period. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

**CANCELLATION:** The City reserves the right to cancel any contract resulting from this request for convenience by giving written notice to the vendor. The City shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.

If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or if the vendor violates any of the terms of this contract, the City shall have the right to cancel the contract by giving written notice of cancellation to the vendor and recover from the vendor any damages resulting from vendor's failure to perform.

**LOCAL AND RESIDENT PREFERENCE:** In accordance with City Ordinance, a local preference may be afforded a bidder who qualifies as a City of Gallup resident business as defined by the City of Gallup Procurement Ordinance. Preference factors can be accessed at:

The State of New Mexico and the City of Gallup also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978. **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to: [www.tax.newmexico.gov](http://www.tax.newmexico.gov) , select “BUSINESSES” and click on “IN-STATE PREFERENCE CERTIFICATION” located under “POPULAR INFORMATION” caption.

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Business or Resident Veteran’s Business Preference will be factored into bid prices where applicable. However, the preferences are not cumulative and bidders will only be entitled to receive one preference.

**PROCUREMENT CODE:** The City of Gallup and State of New Mexico Procurement Code shall apply.

**AMENDMENTS:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the purchasing office to all bidders of record. For a determination as to whether any representation made requires that an amendment be issued, contact the purchasing office.

**CONTACT INFORMATION:** Questions or clarifications regarding any phase of this solicitation, including specifications, shall be directed to Frances Rodriguez, Purchasing Director, P.O. Box 1270, Gallup, New Mexico 87305; Telephone: (505)863-1334; Facsimile: (505)722-5133; Email: [fr Rodriguez@gallupnm.gov](mailto:fr Rodriguez@gallupnm.gov) who shall be the sole point of contact of this bid. Questions submitted after June 30, 2015 may not be addressed.

**PROTESTS:** Any bidder or offeror who is aggrieved in connection with any phase of a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto. The protest must include the grounds for the protest and any supporting documentation, and the relief requested.

**TOTAL ALL OR NONE:** Material on this Bid will be awarded on a Total All or None basis where indicated. If no responsive all or none offers are received, the City reserves the right to award the Bid in whatever it deems to be in its best interest.

**AWARD:** The award, if made, shall be made to the lowest responsible Bidder submitting a responsive Bid that is most advantageous to the public.

The City reserves the right to cancel the bid, reject any or all Bids in whole or in part, to waive technicalities and to accept the proposal it deems to be in the best interests of the City. Bids may be rejected for, among other reasons:

- Bids containing any irregularities.

- Unbalanced value of any items.
- Reason for believing collusion exists among the Bidders.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract; or within the past three years been formally debarred in the State of New Mexico or any other jurisdiction; or whose license has been suspended or revoked by the appropriate licensing authority
- Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

**PROCUREMENT CODE VIOLATIONS:** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

THE CITY OF GALLUP RESERVES THE RIGHT TO CANCEL THE BID, OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE MINOR IRREGULARITIES OR TECHNICALITIES IN THE BID, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY.

## SUPPLEMENTAL TERMS AND CONDITIONS

Formal Bid No. 1508

**ELECTRONIC COMMUNICATIONS:** Communications regarding this procurement, including issuance of any amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

**UNIT PRICES:** Typographical errors, errors in extending unit prices, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the Procurement Ordinance and Procurement Regulations. Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices as unit prices cannot be corrected.

**CONTRACT TERM:** This is an indefinite quantity contract from date of acceptance through **June 30, 2016, and shall renew for three (3) additional one (1) year periods through June 30, 2019 unless sooner terminated in accordance with the general conditions of this bid.** If bidder(s) are unable to fulfill an order, the City reserves the right to cancel the request and order from the next lowest bidder, or on the open market at the best obtainable price.

**QUANTITIES:** This is an INDEFINITE quantity contract from which the City may place orders on an as needed basis. Quantities listed are estimates of the City's need on an annual basis. Actual usage may vary. The City does not guarantee the purchase of any specific minimum quantities, **nor may any material be shipped or delivered without a valid purchase order number issued by the City.**

**ESCALATION CLAUSE:** An Escalation Clause is used as part of the Bid Proposal in accordance with the terms of the Escalation Clause on Page 9 of this bid.

**EXISTING AGREEMENT:** Under the terms and conditions of this Bid all public bodies allowed by law may procure the goods, supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein, but each public body shall be responsible for their own orders.

**ACKNOWLEDGMENT OF RECEIPT OF BID:** The Acknowledgment of Receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on June 30, 2015. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the City's written responses to those questions as well as copies of Amendments, if any are issued.**

**BID DOCUMENTS:** Bid documents may be retrieved by accessing the Purchasing page of the City of Gallup website, [www.gallupnm.gov/bids](http://www.gallupnm.gov/bids), by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify only bidders of record of amendments/addenda that are issued. Bidders of record are those vendors/contractors who are currently on our bidder's list or who have submitted an "ACKNOWLEDGEMENT RECEIPT OF BID" with intent to bid. If not a bidder of record for the solicitation OR if solicitation packet was downloaded from our website, it shall be the bidder's responsibility to check City of Gallup's website frequently for copies of any addenda/amendments or correspondence regarding solicitation. Failure to acknowledge all addenda could result in rejection of your bid/proposal as non-responsive. In the case of an inconsistency between information on this site and the Purchasing file document, the file document shall prevail.



**ESCALATION CLAUSE:**

Price escalations may be considered only under the following conditions:

- A. Offered prices must be firm for at least ninety (90) calendar days after written notification of contract.
- B. All requests for price increases shall be in writing and accompanied by:
  - 1.) A letter from the Contractor's supplier certifying the price increase to the Contractor; or
  - 2.) Evidence of verifiable market conditions resulting in increased costs such as mandated labor rate increases and significant fuel or energy cost increases.
- C. All invoices of the offered items, from suppliers to the Offeror, shall be subject to auditing by the City and furnished without delay upon request.
- D. The City reserves the right to purchase on the open market, or cancel a contract resulting from this request and solicit a new contract, if the escalated price is above the current open market price for the same material. Cancellation of the contract shall not affect any outstanding orders.
- E. All revisions of the price list shall become effective when they are accepted by the Purchasing Office of the City, provided that they do not conflict with paragraph (F) or (G).
- F. All approved price changes resulting from this escalation clause shall be firm for a period of ninety (90) calendar days after acceptance in writing from the City.
- G. The Offeror shall be limited to a maximum of one (1) price escalations per contract period unless otherwise specified in this request.
- H. The Offeror shall provide to the City written notice of any requested price changes, which shall become effective upon acceptance by the City of Gallup Purchasing Office.
- I. If the Offeror receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this request, the Offeror is responsible for notifying the City of such de-escalations, and passing those price changes on to the City immediately.

CITY OF GALLUP  
Formal Bid No. 1508

**ADDITIONAL TERMS AND CONDITIONS:**

1. GENERAL. When the City of Gallup Purchasing Department issues a purchase document in response to the Vendors bid, a binding contract is created.

2. FORM OF SUBMISSION. Bid Offers shall be made on Bid Offer Forms, or reasonable facsimiles, furnished by City of Gallup. Bidders are requested to provide one (1) original and one (1) copy of the bid. The outside package should identify the Project Name, Bid Number, Bid Opening Date and Name of Bidder. Any costs associated with a bid submission shall be borne by the bidder. The City will not be liable for any costs incurred by the bidder in responding to this solicitation.

3. DEBARRED OR SUSPENDED CONTRACTORS. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of .13-1-177 through .13-1-180, and .13-4-11 through .13-4-17 NMSA 1978 as amended, shall not be permitted to do business with City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended.

4. ASSIGNMENT.

A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the City of Gallup Procurement Administrator. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City of Gallup as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City of Gallup.

5. DISCOUNTS. Except in the case of tie bids, prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.

6. INSPECTION. Final inspection and acceptance will be made at the site. Goods rejected at the site for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.

7. INSPECTION OF PLANT. The City of Gallup Procurement Administrator may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. LIABILITY. The Vendor agrees that City of Gallup shall not be held liable for any costs incurred in preparation of this bid.

9. The bid prices shall exclude all taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit item. Bids shall be awarded on unit price without regard of tax.

10. **DEFAULT.** The City of Gallup reserves the right to cancel all or any part of this order without cost to the City of Gallup, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of the above, unless the City of Gallup shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. The rights and remedies of the City of Gallup provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

11. **NON-COLLUSION.** In, signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the City of Gallup Procurement Administrator.

12. **NON-DISCRIMINATION.** Vendors doing business with City of Gallup must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).

13. **METHOD OF AWARD.** A multiple source Price Agreement may be awarded based on pricing and compliance with the specifications and requirements. The City of Gallup reserves the right to waive irregularities, reject offers in whole or in part, and award this Bid in the best interest of the City of Gallup.

14. **RIGHT TO DISCONTINUE PROCUREMENT.** The City of Gallup reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interest of the City of Gallup. This in no manner obligates the City of Gallup or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

15. **F.O.B. POINT:** All material shall be quoted F.O.B. DESTINATION, Freight Prepaid. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bids as Non-responsive. City of Gallup Ordinances and State Law do not allow the City to own tangible goods or for services prior to receiving if said good or prior to service being rendered. All price(s) bid shall be Freight Prepaid, freight included in prices. The City of Gallup will not pay separately stated freight charges.

16. **LATE BIDS.** Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

17. **SPECIAL INSTRUCTIONS.** A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

## **NOTICE TO BIDDERS**

As of October 5, 2011 applications for Resident New Mexico in-state bidders will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

**It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Business Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Business Certificate with each bid in order to be considered for the in-state preference as per Sections 13-1-21 and 13-1-22 NMSA 1978.**

**As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Contractor preference a copy of the Certificate must be included with each bid as per Sections 13-1-21 and 13-1-22 NMSA 1978.**

For additional information please call 505-827-0951, or to download applications log on at: [WWW.TAX.NEWMEXICO.GOV](http://WWW.TAX.NEWMEXICO.GOV), select "BUSINESSES" and click on "IN-STATE PREFERENCE CERTIFICATION" located under "POPULAR INFORMATION" caption.

### Resident Veterans Preference Certification

(This Form Must be submitted with your bid if you are certified as a New Mexico Resident Veterans business)

\_\_\_\_\_(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22, NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
Date

\*Must be an authorized signatory for the Business

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

**CITY OF GALLUP  
SCOPE OF WORK  
FORMAL BID No. 1508**

ELEMENT CHLORINE IS TO BE FURNISHED IN 150 POUND AND ONE-TON CYLINDERS TO THE CITY OF GALLUP TO THE CITY OF GALLUP (HEREINAFTER CALLED THE "CITY"), WATER AND WASTEWATER DEPARTMENTS. THE FOLLOWING ARE GENERAL CONDITIONS AND SPECIFICATIONS IN FURNISHING CHLORINE.

1. The chlorine is to be furnished in 150 pound and one-ton cylinders conforming to all applicable Occupational Safety and Health Association (OSHA), Department of Transportation (DOT) and Interstate Commerce Commission (ICC) regulations and to all applicable recommendations and standards of the Chlorine Institute, Inc. The cylinders must be compatible with existing equipment at place of use.
2. The chlorine to be furnished shall comply with NSF/ANSI Standards.
3. The chlorine cylinders shall be filled, handled, transported, and unloaded in strict compliance with current recommended practices published by the Chlorine Institute, Inc.
4. The City will be responsible for lost, stolen, or damaged cylinders while they are in the City's possession.
5. All cylinders provided to the City shall be inspected and maintained in accordance with the Chlorine Institute, Inc. recommendations. Before filling, all cylinders shall receive an external visual inspection in accordance with recommendations of the Chlorine Institute, Inc.
6. The chlorine cylinders shall be filled while on a scale certified for trade and commerce. The net cylinder weight shall be clearly marked on the outside of the cylinder. The chlorine cylinders shall be filled to standard weight plus/minus one (1%). Once the cylinders have been delivered to City property, the delivery date shall be written by the contractor on the cylinder(s) in a readable and visible manner. The City reserves the right to weigh any or all cylinders to determine that weight is accurate. In the event of a discrepancy, the chlorine supplier shall cooperate fully with the City to determine the source of the discrepancy.
7. Packing slips listing the serial numbers of the cylinders delivered and picked up will be furnished to the receiving facility immediately following the delivery of the cylinders.
8. When delivery is made, all empty cylinders shall be removed. The cylinder(s) delivered shall be clean and have safety caps, and all valves shall be clean and in easy operating condition. At no time shall it be necessary to use force greater than can be applied by hand and six (6) inch wrench to operate valves.
9. The contractor shall replace, at no cost to the City, any cylinder(s) from which chlorine cannot be removed due to defective or excessively hard to operate valves and or from which chlorine cannot be used due to contaminants within the cylinder fouling City equipment.
10. The contractor shall be completely prepared to assist the City in stopping any chlorine leak regardless of the cause of or the responsibility of the leak.
11. The contractor shall immediately notify the authorized personnel in the event of any leaks or other emergencies which occur in making deliveries in accordance with a jointly developed emergency response plan. Also, in the event of an emergency and when asked by the City, the contractor will provide emergency assistance twenty-four (24) hours per day. The contractor shall have local twenty-four (24) hour emergency response capability.

12. Since the contractor will deliver cylinder(s) to various locations, it will be the responsibility of each prospective bidder to familiarize themselves with each location, and its storage capacity and determine the size and type of equipment that will be needed for delivery. The City reserves the right to add or delete delivery sites as determined necessary by authorized City personnel.
13. All cylinder deliveries shall be made on open, flatbed trucks with a lift-gate. Cylinders delivered in van trucks are NOT acceptable. Contractor is solely responsible for the unloading and loading of cylinders. The City will provide equipment (i.e. hoist, crane) for Wastewater Treatment Plant and Yah-Ta-Hey Pump Station ONLY.
  - a. All Bidders are encouraged to visit the site of the work and to familiarize themselves with the difficulties involved and City provided equipment. Failure to do so is entirely at the risk of the Contractor and will not be recognized as a basis or claim for extra compensation.
  - b. Contractor to arrange loads intended for the City so as to maximize the ease of unloading and minimize the number of cylinders not intended for the City to be rearranged or unloaded.
  - c. Contractor to unload the cylinders intended for the City use in a timely manner. Bidders are informed Water and Wastewater facilities normal operating business hours are 8:00 a.m. - 4:30 p.m. Monday through Friday. Deliveries are to be scheduled in a manner to complete delivery by the close of business.
14. Payments will be processed once per month. Payment will be made only for the chlorine. Possible emergency chlorine leak repair assistance is incidental to the contract and will be furnished by Contractor at no additional charge.
15. The estimated quantity shown on the Invitation to Bid Form is based on past usage. The City of Gallup reserves the right to increase or decrease its purchase of chlorine as needed during the contract period

**CITY OF GALLUP  
BID PROPOSAL  
FORMAL BID NO. 1508**

Item No.	Description	Unit	Quantity	Unit Price	Amount
1.	Chlorine Cylinders, 150 lbs., free loan Period _____ days on 150 lbs. Cylinder shipped, cylinders held in excess of the free loan period, a charge of \$_____ will be assessed.	Cyl	70	\$_____	\$_____
2.	Chlorine Cylinders, one ton, free loan Period _____ days on one ton cylinder shipped, cylinders held in excess of the free loan period, a charge of \$_____ will be assessed.	Cyl	24	\$_____	\$_____
3.	Hypochlorite Solution, 54 gal. drum Cylinders Un 1791	Dru m	20	\$_____	\$_____
	<b>TOTAL ALL OR NONE ITEMS 1 - 3</b>				<b>\$_____</b>

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signed By: \_\_\_\_\_

Name Printed or Typed

\_\_\_\_\_

Signature

F.O.B.: **DESTINATION**

Delivery Date ARO: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No.: \_\_\_\_\_



**AMENDMENTS: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMMENDMENTS:**

AMENDMENT No. \_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_  
AMENDMENT No. \_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_  
AMENDMENT No. \_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_  
AMENDMENT No. \_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_  
AMENDMENT No. \_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the contractor=s responsibility to become fully advised of all addenda prior to submitting a bid.

**Bidder's Checklist of Submittal Documents**

- Resident Veterans Certification form (if Applicable), Page 13**
- Bid (Cost) Proposal, Pages 16**
- Acknowledge Receipt of Amendments (if any), Page 17**
- Specification Pages, Page(s) 16**
- Exceptions to Specifications, Page 18**
- Bidders MUST include a Copy of their New Mexico Resident Business or New Mexico Resident Veteran's Business Certificate issued by the State Taxation and Revenue Dept. (if applicable), to qualify for application of the State Preference to the bid**
- A current IRS Form W-9**

**EXCEPTION FORM**

**CITY OF GALLUP  
PURCHASING**

**FORMAL BID NO. 1508**

**IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICE, IT IS MANDATORY THAT YOU STATE ANY EXCEPTIONS TAKEN BY YOU TO OUR SPECIFICATIONS.**

**IF YOUR BID DOES NOT MEET ALL OF OUR SPECIFICATIONS, YOU MUST SO STATE ON THE SPACES PROVIDED BELOW.**

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**IF YOUR BID DOES NOT MEET OUR SPECIFICATIONS, AND YOUR EXCEPTIONS ARE NOT LISTED ABOVE IN THE SPACES PROVIDED, THE CITY OF GALLUP MAY DISREGARD YOUR BID.**

**SIGNED:** \_\_\_\_\_  
**I DO MEET SPECIFICATIONS**

\_\_\_\_\_  
**I DO NOT MEET SPECIFICATIONS AS LISTED IN  
THIS BID; EXCEPTIONS ARE NOTED ABOVE**

**(SIGN ONE OF THE ABOVE)**